NATIONAL LAW DIGEST, §§ 1237, 1238. By limiting such determination to the single circumstance of the flag she is entitled to fly, Article 57 of the Declaration of London, therefore, purported to change the law of nations; but the neutral and belligerent powers in the present war have not considered that declaration as binding. See "Diplomatic Correspondence between the United States and the Belligerent Governments" in SUP. TO 9 AMER. JOUR. OF INT. LAW, July, 1915, 1–8; Declaration of London Order in Council, No. 2, 1914, *Ibid.*, 14. However, the Order in Council adopting Article 57 itself purported to preclude the prize court from going behind the flag a vessel is entitled to fly to ascertain its actual ownership. But an Order in Council is executive not legislative in character and so, unlike an Act of Parliament, cannot change municipal law. *The Zamora*, [1916] 2 A. C. 77. See 3 PHILLIMORE, INTERNATIONAL LAW, 3 ed., 654. In holding the prize court not bound by the Order in Council and in adhering rather to international law, the decision in the principal case, therefore, seems sound.

WILLS — REVOCABILITY OF JOINT WILLS. — Husband and wife made a joint will. The property devised was certain land of the husband's, certain land of the wife's and ten acres in which each owned a moiety. All of the wife's interest was devised to the defendants, — the grandchildren; while all of the husband's interest, excepting a small fraction, was devised to the complainant and another daughter. The wife died and her devises were probated. The husband then conveyed his interest, contrary to the will, to the grandchildren by deed to take effect upon his death. On the death of the husband, complainant brings suit in the nature of specific performance to enforce the provisions in her favor. *Held*, equity will grant the relief. *Williams et al.* v. *Williams*, 96 S. E. 749 (Va.).

A joint will is revocable by either party as to that respective party's disposition. See SCHOULER, WILLS, 5 ed., 458 *a*. But equity will act to prevent the surviving testator of a joint or a mutual will from defeating the object of the will, providing there was a contractual relation and sufficient consideration between the cotestators. *Dufour* v. *Pareia*, 1 Dick. 419; *Edson* v. *Parsons*, 155 N. Y. 555, 50 N. E. 265; *Deseumeur* v. *Rondel*, 76 N. J. Eq. 394, 74 Atl. 703. See 28 HARV. L. REV. 248-50. Such prevention is, however, purely an equitable defense and does not affect the legal relationship. See *Sumner* v. *Crane*, 155 Mass. 483, 29 N. E. 1151; *Albery* v. *Sessions*, 2 Ohio N. P. 237; *Peoria Humane Society* v. *McMurtrie*, 229 Ill. 519, 82 N. E. 319; *Buchannan* v. *Anderson*, 70 S. C. 454, 50 S. E. 12. See also 28 HARV. L. REV. 248. The test of consideration is no different from that of ordinary contracts. The question, however, often arises as to what evidence is necessary to establish the contractual relation between the testators. As shown by the principal case direct evidence is unnecessary. The instrument itself presumptively favors this view inasmuch as it has all the earmarks of a contract. And where a husband and wife devise to near of kin, the devise of itself may be sufficiently indicative since the co-testators have an obviously mutual interest in such reciprocal or joint devises. *Frazier* v. *Patterson*, 243 Ill. 80, 90 N. E. 216. See *Bower* v. *Daniel*, 198 Mo. 289, 95 S. W. 347, 359; *Campbell* v. *Dunkel-berger*, 153 N. W. 56, 58 (Ia.). See *contra*, *Ginn* v. *Edmundson*, 173 N. C. 85, 91 S. E. 696.